



SACHI A. HAMAI
Interim Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

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"To Enrich Lives Through Effective And Caring Service"

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October 13, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 October 13, 2105


PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

**LEASE AMENDMENT
DEPARTMENT OF PUBLIC HEALTH
26415 CARL BOYER DRIVE, SANTA CLARITA
(FIFTH DISTRICT)
(3 VOTES)**

SUBJECT

A recommendation to execute the lease amendment to increase the total amount of office space occupied at the premises by 1,659 square feet, add an additional six parking spaces, and extend the lease term for seven years to accommodate consolidation and growth for the Department of Public Health.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Mayor to sign the lease amendment with Hilton Centre Pointe, LLC, to extend the lease term for seven years, and increase the office space currently occupied at the facility located at 26415 Carl Boyer Drive, Santa Clarita by an additional 1,659 square feet, and add 6 on-site parking spaces, resulting in a new total of 7,253 square feet of office space, and 34 on-site parking spaces for the Department of Public Health, at an initial maximum annual rental cost of \$242,830.44. License or permit fees will be used to fund 74 percent of the rental costs and the remaining 26 percent will be net County cost.

3. Authorize the Departments of Internal Services, Public Health, or Hilton Centre Pointe, LLC, or their designee, at the discretion of the Chief Executive Office, to acquire telephone, data, and low voltage systems for the additional space at a cost not to exceed \$35,000.
4. Authorize the Departments of Internal Services or Public Health, at the discretion of Public Health, to acquire furniture for the additional space at a cost not to exceed \$100,000.
5. Authorize the Interim Chief Executive Officer, the Interim Director of Public Health, and/or the Director of Internal Services to implement the project as outlined in the lease amendment. The lease amendment will be effective upon approval by the Board of Supervisors, and the new term will commence 30 days after delivery of the expansion space by the Landlord and acceptance thereof by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Public Health (DPH) has occupied 5,594 square feet of office space at the subject facility since July 2008, and is currently operating on a month-to-month holdover basis. Since that time, demographic, public health service, and planning needs have continued to expand throughout the Antelope and San Fernando Valleys, the two regions that comprise Service Planning Areas (SPA) 1 and 2, respectively. In an effort to address these growing needs on a long-term basis, DPH has determined that more efficient and cost-effective service delivery can be provided by consolidating SPA 1 and 2 functions to an expanded regional office center location.

The facility will continue to house DPH's Environmental Health (EH) and Community Health Services (CHS) programs. EH is a direct service program, and through inspection and issuance of licenses/permits, ensures compliance with all applicable food safety and sanitation requirements for Los Angeles County residents/visitors, the food industry, housing, and institution operations, as well as water, sewage, and solid waste facilities. CHS provides administrative planning of community health service functions and coordinates various outreach activities to engage the community as active participants to help improve their overall health and well-being.

The proposed consolidation will allow DPH to develop and provide more relevant services that are targeted to the health needs of those residents located in SPAs 1 and 2, as well as Supervisorial Districts 3 and 5 in a more efficient and timely manner. To implement this plan, it is anticipated that some CHS North Hollywood staff will be relocated to this site.

The facility, as expanded, will increase existing space by an additional 1,659 square feet, resulting in a new total of 7,253 square feet of office space, which will adequately accommodate the approved 27 staff members and provide for anticipated growth within the programs. It will also meet the needs of the anticipated 20 to 30 visitors per day who require access to seek inspection information, plan check, or participate in administrative hearings. Adequate parking will be provided at the facility for both staff and visitors, and in proximity to local public transportation routes.

The existing office space was determined by DPH staff to be suitable for continued occupancy with no issues of deferred maintenance for Hilton Centre Pointe, LLC (Landlord) to address or update. DPH has agreed to accept the new expansion office space in its current "as-is" condition, and will seek to construct any necessary tenant improvements, install data/telephone infrastructure, and acquire furniture directly.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services, and the Goal of Integrated Services Delivery (Goal 3) directs that we improve client and community outcomes through the continuous integration of services while safeguarding long-term fiscal sustainability for County services. In this instance, the County is supporting these goals by consolidating operations and improving efficiencies to provide quality information and services. The proposed lease amendment is in conformance with the Asset Management Principles as further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease amendment will provide the County with 7,253 square feet of office space and 34 on-site parking spaces at a monthly base rent of \$20,235.87 per month, or \$242,830.44 annually, i.e., \$2.79 per square foot per month, which amounts to approximately \$1,699,813 over the entire term of the lease amendment. In addition, the County will have access to the parking lot areas on weekends to conduct food vehicle inspections at no additional rent cost.

This is a full-service gross lease whereby the Landlord is responsible for all operating costs associated with the County's occupancy. The rent is subject to a fixed annual increase of 3 percent throughout the lease term. Parking for 34 unreserved on-site spaces is included in the rent.

Sufficient funding for the proposed lease costs is included in the Fiscal Year (FY) 2015-16 Rent Expense budget and will be billed back to DPH. DPH has allocated sufficient funds in its proposed FY 2015-16 operating budget to cover the projected lease costs. License or permit fees will be used to fund 74 percent of the rental costs, and the remaining 26 percent will be net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease amendment will provide the continued and expanded use of 7,253 square feet of office space and 34 on-site parking spaces, and contains the following provisions:

- The new rent and seven-year term will commence 30 days after approval by the Board of Supervisors, and delivery and acceptance of the additional space by the County.
- A full-service gross basis, with the Landlord responsible for all operational and maintenance costs.
- A cancellation provision allowing the County to cancel any time after five years of the extended lease term upon 90 days prior written notice.
- Annual rental rate adjustments fixed at 3 percent per year throughout the lease term.

The Chief Executive Office (CEO), Real Estate Division staff conducted a survey within the search area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically, nor are there any County-owned or leased facilities available for this program. Based upon said survey, staff has established that the rental range for similar space is between \$21.00 and \$34.20 per square foot per year on a full-service gross basis, excluding parking. Thus, the base annual rent of \$33.48 per square foot per year on a full-service gross basis, including parking, for the proposed lease amendment represents a rate within the market range for the Santa Clarita area. Attachment C shows County-owned or leased facilities in the proximity of the service area, and there are no suitable County-owned or leased facilities available for the program.

The proposed lease amendment will provide a central and appropriate location in relation to the designated service area, which is consistent with the County's Facility Location Policy adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

The Department of Public Works has previously inspected this facility and found it suitable for the County's occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402. A child care center is not feasible in the proposed lease premises.

ENVIRONMENTAL DOCUMENTATION

The CEO has concluded that the lease amendment is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

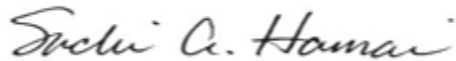
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will adequately provide the necessary office space for this County requirement. DPH concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return four originals of the executed lease amendment, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in cursive script, reading "Sachi A. Hamai".

SACHI A. HAMAI

Interim Chief Executive Officer

SAH:TT:CMM

TS:RL:gw

Enclosures

c: Executive Office, Board of Supervisors
Auditor-Controller
Internal Services
Public Health

DEPARTMENT OF PUBLIC HEALTH
26415 CARL BOYER DRIVE, SANTA CLARITA
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²		X		
B	Does lease co-locate with other functions to better serve clients? ² Space houses two DPH programs Environmental Health (EH) & Community Health Services (CHS).		X		
C	Does this lease centralize business support functions? ²		X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? ²		X		
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²		X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²		X		
2.	<u>Capital</u>				
A	Is it a substantial net County cost (NCC) program? EH is 100% license/permit fee offset and CHS is 100% NCC which equates to 74% and 26% respectively.		X		
B	Is this a long term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Attachment C?		X		
G	Was build-to-suit or capital project considered?			X	
3.	<u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?				X
D	Why was this program not co-located?				
	1. ___ The program clientele requires a "stand alone" facility.				
	2. ___ No suitable County occupied properties in project area.				
	3. ___ No County-owned facilities available for the project.				
	4. ___ Could not get City clearance or approval.				
	5. <u>X</u> The Programs are co-located.				
E	Is lease a full service lease? ²		X		
F	Has growth projection been considered in space request?		X		
G	Has the Dept. of Public Works completed seismic review/approval?		X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

ATTACHMENT B

**FISCAL IMPACT / FINANCING
OVERVIEW OF LEASE CHANGES**

26415 Carl Boyer Drive, Santa Clarita	Existing Lease	Proposed Lease Amendment	Change
Area (square feet)	5,594	7,253	+1,659 sq. ft.
Term	Seven Years (07/01/2008-06/30/2015) Currently on mo-to-mo holdover.	7 years	+7 years
Annual Base Rent	\$177,890 (\$31.80/sq.ft.)	\$242,830 (\$33.48/sq.ft.)	+\$64,940 for additional space
Base TI Allowance (non-reimbursable)	N/A	N/A	N/A
Add'l TI Allowance	N/A	N/A	N/A
Max Annual Rent	\$253,791	\$242,830	-\$10,961 because no annual TI reimbursement
Cancellation	County after 5 years upon 270 days written notice	County after 5 years upon 90 days written notice	-180 days
Parking (included)	28 spaces	34 spaces	+6 spaces
Option to Renew	No option	No option	Same
Rental Adjustment	Fixed at 4% throughout the lease term	Fixed at 3% throughout the lease term	- 1%

ATTACHMENT C

DEPARTMENT OF PUBLIC HEALTH SPACE SEARCH – SANTA CLARITA AREA

LACO	FACILITY NAME	ADDRESS	SQUARE FEET GROSS NET	OWNERSHIP	SQUARE FEET AVAILABLE
4050	CAMP SCOTT-ADMINISTRATION BUILDING	28700 N BOUQUET CANYON RD, SAUGUS 91350	3625	2053 OWNED	NONE
T514	CAMP SCOTTER-OFFICE TRAILER	28700 N BOUQUET CANYON RD, SAUGUS 91350	1581	1290 OWNED	NONE
3909	CAMP SCUDDER-ADMINISTRATION BUILDING	28750 N BOUQUET CANYON RD, SAUGUS 91350	4343	2487 OWNED	NONE
0117	PW ROAD-MOUNTAIN OPERATIONS SECTION OFFICE	35100 SAN FRANCISQUITO CANYON RD, SAUGUS 91350	480	432 PERMIT	NONE
0119	PW ROAD-MOUNTAIN OPERATIONS SECTION OFFICE	35100 SAN FRANCISQUITO CANYON RD, SAUGUS 91350	192	173 PERMIT	NONE
A341	DPSS-SANTA CLARITA BRANCH / LANCASTER AP DIST	27233 CAMP PLENTY RD, SANTA CLARITA 91351	8400	5610 LEASED	NONE
A526	PUB LIB-CANYON COUNTRY JO ANNE DARCY LIBRARY	18601 SOLEDAD CANYON RD, SANTA CLARITA 91351	12500	11250 PERMIT	NONE
0090	PW ROAD-DIV #553 MAINTENANCE YARD OFFICE	17931 SIERRA HWY, SANTA CLARITA 91351	820	738 OWNED	NONE
6121	ANIMAL CONTROL #6-OFFICE	31044 N CHARLEY CANYON RD, CASTAIC 91384	1962	857 OWNED	NONE
4687	PW ROAD-DIV #556 MAINT YD OFFICE	27624 W PARKER RD, CASTAIC 91384	576	441 OWNED	NONE
D143	DCSS-SANTA CLARITA VALLEY SERVICE CENTER	24271 SAN FERNANDO RD, NEWHALL 91321	11400	9120 LEASED	NONE
				LEASED	NONE
4490	HART-PARK HEADQUARTERS BUILDING	24151 SAN FERNANDO RD, SANTA CLARITA 91321	1646	897 OWNED	NONE
4284	HART-PARK OFFICE	24151 SAN FERNANDO RD, SANTA CLARITA 91321	662	464 OWNED	NONE
X151	HART-WEED CONTROL OFFICE	24151 SAN FERNANDO RD, SANTA CLARITA 91321	608	540 OWNED	NONE
X210	PLACERITA CANYON-MAINTENANCE OFFICE & STORAGE	19152 PLACERITA CANYON RD, NEWHALL 91321	300	291 GROUND LEASE	NONE
T592	SANTA CLARITA SENIOR CENTER-ANNEX	22900 MARKET ST, SANTA CLARITA 91321	1440	1296 OWNED	NONE
T593	SANTA CLARITA SENIOR CENTER-OFFICES	22900 MARKET ST, SANTA CLARITA 91321	1440	1296 PERMIT	NONE
X298	SANTA CLARITA VALLEY SENIOR CENTER	22900 MARKET ST, SANTA CLARITA 91321	9240	7920 OWNED	NONE
F371	PW FLOOD-PACOIMA DAM OFFICE	15300 N PACOIMA CANYON RD, NEWHALL 91321	598	538 OWNED	NONE
F381	PW FLOOD-PACOIMA DAM OFFICE	15300 N PACOIMA CANYON RD, NEWHALL 91321	980	882 OWNED	NONE
3315	PCHS DT CTR-COUNSELING OFFICE	29310 THE OLD RD, CASTAIC 91384	480	414 OWNED	NONE
0478	PCHS DT CTR-FIELD OFFICE / STORAGE BUILDING	29310 THE OLD RD, CASTAIC 91384	1870	1637 OWNED	NONE
1042	PCHS DT CTR-FOREMAN'S OFFICE	29310 THE OLD RD, CASTAIC 91384	174	104 OWNED	NONE
0515	PCHS DT CTR-GUARD HOUSE OFFICE	29310 THE OLD RD, CASTAIC 91384	240	221 OWNED	NONE
0465	PCHS DT CTR-HONOR RANCHO ADMINISTRATION BLDG	29310 THE OLD RD, CASTAIC 91384	2171	1517 OWNED	NONE
1935	PCHS DT CTR-LIBRARY	29310 THE OLD RD, CASTAIC 91384	4477	3861 OWNED	NONE
2570	PCHS DT CTR-MASONRY OFFICE	29310 THE OLD RD, CASTAIC 91384	288	246 OWNED	NONE
4792	PCHS DT CTR-MEDIUM SECURITY ADMINISTRATION	29310 THE OLD RD, CASTAIC 91384	25726	16719 OWNED	NONE
1036	PCHS DT CTR-MOTOR POOL OFFICE	29310 THE OLD RD, CASTAIC 91384	397	262 OWNED	NONE
4504	PCHS DT CTR-NURSERY OFFICE	29310 THE OLD RD, CASTAIC 91384	1629	1230 OWNED	NONE
X127	PCHS DT CTR-RANGE MASTER'S OFFICE	29310 THE OLD RD, CASTAIC 91384	665	362 OWNED	NONE
1936	PCHS DT CTR-REHABILITATION OFFICE	29310 THE OLD RD, CASTAIC 91384	4477	3823 OWNED	NONE
2444	PCHS DT CTR-TRUCK SCALE BUILDING	29310 THE OLD RD, CASTAIC 91384	54	40 OWNED	NONE
3733	PCHS DT CTR-WASTE DISPOSAL PLANT OFFICE	29310 THE OLD RD, CASTAIC 91384	760	266 OWNED	NONE
4085	PUBLIC LIBRARY-NEWHALL LIBRARY	22704 W 9TH ST, SANTA CLARITA 91321	4842	3432 OWNED	NONE
F487	PW FLOOD-SANTA CLARA MAINTENANCE CREW OFFICE	21014 GOLDEN TRIANGLE RD, SANTA CLARITA 91351	125	112 OWNED	NONE
A920	BOARD OF SUP-5TH DISTRICT FIELD OFFICE	23920 W VALENCIA BLVD, SANTA CLARITA 91355	1224	1026 LEASED	NONE
A524	DCFS-REGION VIII SANTA CLARITA SERVICES	28490 AVE STANFORD, SANTA CLARITA 91355	32743	29469 LEASED	NONE
5541	PUBLIC LIBRARY-VALENCIA LIBRARY	23743 W VALENCIA BLVD, SANTA CLARITA 91355	24144	19245 OWNED	NONE
5542	SANTA CLARITA ADMINISTRATIVE CENTER BUILDING	23757 W VALENCIA BLVD, SANTA CLARITA 91355	22767	20427 OWNED	NONE
5543	SANTA CLARITA COURTHOUSE	23747 W VALENCIA BLVD, SANTA CLARITA 91355	32950	17979 OWNED	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease renewal: Seven-year lease amendment for the Department of Public Health (DPH) – 26415 Carl Boyer Drive, Suites 125 and 160, Santa Clarita – 5th District. There is a County cancellation right after five years.

A. Establish Service Function Category – Regional and local public service and administrative functions.

B. Determination of the Service Area – The proposed lease renewal will allow DPH's Environmental Health (EH) and Community Health Services (CHS) programs to continue to provide direct services and administrative functions to communities comprising SPA 1 and 2 regions.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DPH programs are most effective when located within close proximity to the geographic regions they service. This location meets the service area criteria and remains in the desired area.
- Need for proximity to existing County facilities: DPH continues to collaborate with County Department partners and Board offices as necessary.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services.
- Availability of affordable housing for County employees: The surrounding area provides for housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This is an existing County leased facility available to meet the Department's service needs.

- Compatibility with local land use plans: The City of Santa Clarita has been notified of the proposed County usage expansion which is consistent with its use and zoning for office space at this location. The Department of Public Works inspected the facility and found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.
- Estimated acquisition/construction and ongoing operational costs: The initial annual base rent of \$242,830.44, i.e., \$2.79 per square foot per month, including parking, comprises the total annual lease cost for the existing and expansion space under consideration. Rental costs between the two programs are 100% fee offset for EH and 100% net County Cost for CHS.

D. Analyze results and identify location alternatives

Based upon the space and service needs of DPH, staff surveyed the immediate area to determine the availability of comparable and more economical site alternatives. Based on a survey of the area, staff established that no viable or suitable alternatives to the existing location were available. The annual rental range for similar office space is up to \$34.20 per square foot on a full-service gross basis, excluding parking. Therefore, the proposed annual rent of \$33.48, including parking, is within market and supports the lease renewal and expansion at this location.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost and other Location Selection Criteria

The renewal of the subject lease amendment for DPH will provide adequate office space for its employees and efficient space for service to clients, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. The cost of comparable sites was higher per square foot and the sites would require tenant improvements that would drive the rent up further.

FIRST AMENDMENT TO LEASE NO. 76388
26415 CARL BOYER DRIVE, SANTA CLARITA

THIS FIRST AMENDMENT to Lease No. 76388 ("First Amendment") is entered into as of the 13th day of October, 2015 between HILTON CENTRE POINTE LLC ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

RECITALS

WHEREAS, Landlord (as successor in interest to SPIRIT PROPERTIES, LTD) and Tenant are parties to that certain Lease No. 76388 dated November 13, 2007 ("Lease"), with respect to the premises consisting of approximately 5,594 rentable square feet located at 26415 Carl Boyer Drive, Suite 125, Santa Clarita, California ("Original Premises").

WHEREAS, according to its terms, the Lease expired as of June 30, 2015. However, Tenant has continued to lease the Original Premises on a month-to-month basis under the terms of the Lease since that date.

WHEREAS, Landlord and Tenant now wish to amend the Lease to provide for, among other things, the extension of the Term of the Lease and the expansion of the Original Premises to include additional space consisting of approximately 1,659 rentable square feet located at 26415 Carl Boyer Drive, Suite 160, Santa Clarita, California ("Expansion Space"), as depicted on Exhibit A attached hereto and incorporated by this reference, all upon and subject to each of the terms, conditions, and provisions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows: 1. Section 1. BASIC LEASE INFORMATION of the Lease is hereby amended by deleting Subsections 1.1 (a), (c), (d), (e), (g), (i), (k) and (n) in their entirety and substituting in their place the following:

1.1 Defined Terms Relating to the Lease:

- | | |
|---|---|
| (a) <u>Landlord's Address for Notice:</u> | Hilton Centre Pointe, LLC
15604 Derrico Lane
Santa Clarita, California 91387 |
| (c) Premises: | Approximately 7,253 rentable square feet in the Building as described in Subsection 1.1 (d). |
| (d) Building: | The building located at 26415 Carl Boyer Drive, Suites 125 and 160, Santa Clarita, California 91350, which is currently assessed by the County Assessor as APN 2836-071-018 (the "Property"). |

- (e) Term: Seven (7) years commencing on the Commencement Date (as defined below) and terminating at midnight on the day before the seventh (7th) anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein.
- (g) Commencement Date: Thirty (30) days after adoption of this First Amendment by the County Board of Supervisors and Landlord's delivery of the Expansion Space located at 26415 Carl Boyer Drive, Suite 160, Santa Clarita, CA 91350.
- (i) Basic Rent: \$20,235.87 per month (which is based upon a rental rate of \$2.79 per rentable square foot (adjustable as only provided in Sections 2 (d) and 5 hereof).
- (k) Early Termination Notice: Tenant has the sole and exclusive right to terminate the Lease at any time after the sixtieth (60) month upon ninety (90) days written notice to Landlord.
- (n) Parking Spaces: Thirty-four (34) unreserved parking spaces.

2. Section 2. PREMISES of the Lease is hereby amended by deleting Section 2 in its entirety and substituting in its place the following:

(a) Effective from and after the Commencement Date, the Original Premises is increased from 5,594 rentable square feet to approximately 7,253 rentable square feet by the addition of the Expansion Space. Accordingly, from and after the Commencement Date, all references in this First Amendment and in the Lease to the term "Premises" will mean and refer to 26415 Carl Boyer Drive, Suites 125 and 160, Santa Clarita, California.

(b) Tenant acknowledges and agrees (i) Tenant has had an opportunity to become familiar with the condition of the Expansion Space, (ii) Tenant shall accept the Expansion Space in good, vacant, and professionally clean condition, and (iii) Landlord shall not be obligated to provide any allowance or pay for any improvement, remodeling or refurbishment work or services previously granted with respect to the Original Premises unless such concessions are expressly provided for herein with respect to the Expansion Space. Notwithstanding the foregoing, Landlord agrees that the base Building electrical, heating, ventilation and air conditioning and plumbing systems located in the Expansion Space shall be in good working order as of the delivery date. Except to the extent caused by the acts or omissions of Tenant or any officers, contractors, agents, employees or invitees of Tenant or by any alterations or improvements performed by or on behalf of Tenant, if such systems are not in good working order as of the delivery date and Tenant provides Landlord with written notice of the same within thirty (30) days following the delivery date, Landlord shall be responsible for repairing or restoring the same at Landlord's sole cost and expense. Additionally, Tenant shall have the right to use the Premises' parking areas during the weekends for the purpose of inspecting food vehicles during normal business hours so long as it does not conflict and/or interfere with other

Business Park tenant's operations. Tenant shall clean-up and make the parking areas available for normal operations prior to weekday business hours.

(c) Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

3. Section 4. COMMENCEMENT AND EXPIRATION DATES of the Lease is hereby amended by deleting Section 4 in its entirety and substituting in its place the following:

(a) Term. The term of the First Amendment shall commence thirty (30) days after Los Angeles County Board of Supervisors approval of this First Amendment and delivery of the Expansion Space located at 26415 Carl Boyer Drive, Suite 160, Santa Clarita, California. Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum attached as Exhibit B.

(b) Early Possession. Tenant is entitled to possession of the Expansion Space not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment. Such early occupancy is subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

(c) Early Termination. Tenant has the right to terminate this Lease at any time after the Early Termination Notice Date, as defined in Section 1, by giving Landlord not less than 90 days prior written notice executed by the Chief Executive Officer of Tenant.

4. Section 5. RENT of the Lease is hereby amended by deleting Subsection (b) in its entirety and substituting in its place the following:

(b) From and after the first anniversary of the Commencement Date, on the first full day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary date of the Adjustment Date thereafter, Basic Rent shall be increased by three percent (3%) over the prior year's Basic Rent.

5. Section 16. ALTERATIONS AND ADDITIONS of the Lease is hereby amended by deleting subsection (a) (4) of Section 16 in its entirety.

6. RATIFICATION AND CONFIRMATION OF LEASE. Except as modified herein, all other terms and conditions of the Lease, as amended, remain in full force and effect. In the event the terms and conditions of this First Amendment conflict with the terms of the Lease, then the terms and conditions of the First Amendment shall prevail and be controlling.

6. FULL FORCE AND EFFECT. Landlord and Tenant each represent and warrant to the other that the Lease, as amended, is in full force and effect and has not been assigned, modified, supplemented or further amended in any way.

7. ENTIRE AGREEMENT. The Lease, as amended, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in the Lease, as amended, shall be of any force or effect. The Lease, as amended, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this First Amendment to Lease No. 76388 has been executed the day and year first above set forth.

LANDLORD:

HILTON CENTRE POINTE LLC

By: [Signature]
Name: John Terrell
Its: Manager

TENANT:

COUNTY OF LOS ANGELES
a body corporate and politic

By: [Signature]
Name: Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By: [Signature]
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

APPROVED AS TO FORM:
Mary C. Wickham
Interim County Counsel

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11

OCT 13 2015

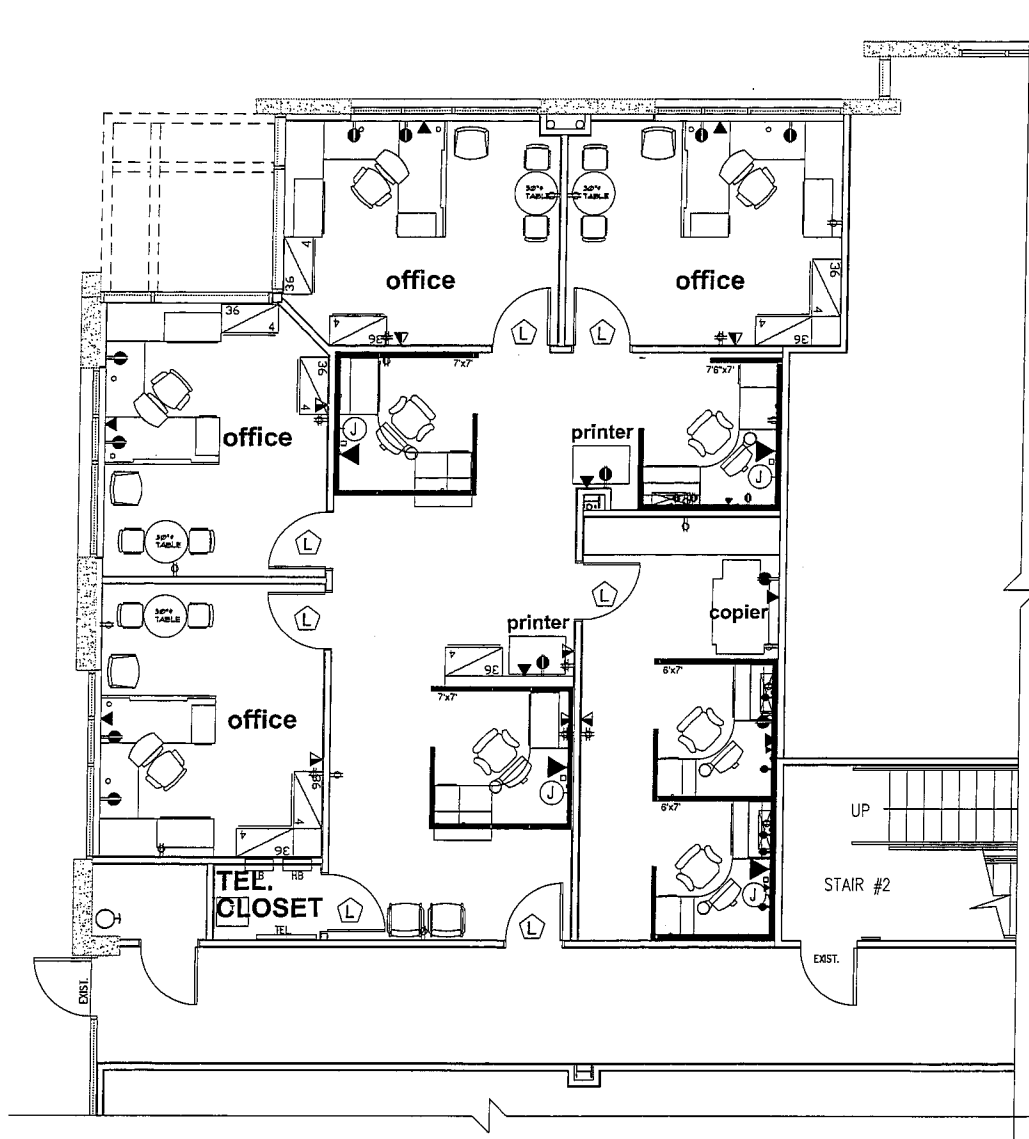
[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

76388 Supplement No. 1

EXHIBIT A

EXPANSION SPACE

(26415 Carl Boyer Drive, Suite 160, Santa Clarita, California)



PARTIAL FLOOR PLAN

SCALE: 1/4"=1'-0"

EXHIBIT B

COMMENCEMENT DATE MEMORANDUM

Reference is made to that certain lease ("Lease") dated _____, 201_, between County of Los Angeles, a body corporate and politic ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Tenant has accepted possession of the Premises and now occupies the same;
- (2) The Lease commenced on _____ ("Commencement Date");
- (3) The Premises contain _____ rentable square feet of space; and
- (4) Basic Rent per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this ____ day of _____, 201_.

"Tenant"	"Landlord"
COUNTY OF LOS ANGELES, a body politic and corporate	_____, a _____
By: _____ Name: _____ Its: _____	By: _____ Name: _____ Its: _____